

RECORDATION NO. 29822-H FILED

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**SURFACE TRANSPORTATION BOARD**

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

February 24, 2012

Ms. Cynthia T. Brown  
Chief of the Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption, dated as of February 24, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Master Indenture previously filed with the Board under Recordation Number 29822

The name and address of the party to the enclosed document are:

Assignor: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, TX 75027

Assignee: TRIP Rail Master Funding LLC  
2525 Stemmons Freeway  
Dallas, TX 75207

Chief of the Section of Administration  
February 24, 2012  
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A description of the railroad equipment covered by the enclosed document is:

Lease relating to 120 railcars CHTT 721040 – CHTT 721160 (excluding CHTT 721123).

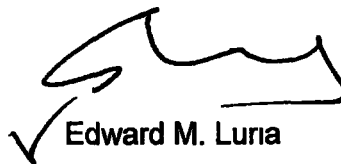
A short summary of the document to appear in the index is:

Assignment and Assumption.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



✓ Edward M. Luria

EML/sem  
Enclosures

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**ASSIGNMENT AND ASSUMPTION****February 24, 2012****SURFACE TRANSPORTATION BOARD**

Trinity Industries Leasing Company, a Delaware corporation (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRIP Rail Master Funding LLC, a Delaware limited liability company (the "LLC"), and the LLC hereby acquires and assumes from the Assignor, all of the Assignor's right, title and interest in and to the Leases set forth on Schedule I hereto and all Related Assets with respect thereto (collectively, the "Leases"), any and all income and proceeds thereof and any and all obligations of the Assignor thereunder arising on and after the date hereof. This assignment and assumption is made under the Purchase and Contribution Agreement, dated as of February 24, 2012 (as amended, restated or otherwise modified from time to time, the "Agreement"), by and among the Assignor and the LLC.

The Assignor hereby warrants to the LLC and its successors and assigns that at the time of assignment of the Leases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Leases free and clear of all Liens (other than subleases of the Leases as expressly permitted by the Agreement and other than Permitted Encumbrances), and the Assignor covenants that it will defend forever such title to the Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Encumbrances) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Leases by the Assignor hereunder. Notwithstanding the provisions above and its and the LLC's intent that the Assignor transfer, assign and otherwise convey and grant to the LLC all right, title and interest of the Assignor in the Leases, as a precaution only, in the event of any challenge to this Assignment as being in the nature of an absolute assignment rather than a financing, the Assignor hereby also grants the LLC a security interest in the Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Agreement provide that this Assignment is other than a transfer, assignment and otherwise conveyance and grant to the LLC of all right, title and interest of the Assignor in the Leases.

The LLC hereby assumes, and agrees it is unconditionally bound in respect of, as of the applicable Delivery Date, all duties and obligations of the Assignor under the Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in (i) Annex A to the Master Indenture, dated as of July 6, 2011, as amended, restated or otherwise modified from time to time, by and between the LLC and Wilmington Trust Company, or (ii) the Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 and Section 5-1402 of the New York General Obligations Law but otherwise without regard to conflict of laws principles.

This Assignment and Assumption shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as

**[Assignment and Assumption (TILC)]**

permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the other party hereto.

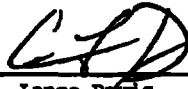
The Assignor will duly execute and deliver to the LLC such further documents and assurances and take such further action as the LLC may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Assignment and Assumption and to establish and protect the rights and remedies created or intended to be created in favor of the LLC hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

\* \* \*

[Assignment and Assumption Agreement (TILC)]

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed as of the date first above written.

**TRINITY INDUSTRIES LEASING  
COMPANY**

By:   
Name: C. Lance Davis  
Title: Vice President

**TRIP RAIL MASTER FUNDING LLC,**

By: **TRIP RAIL HOLDINGS LLC, its  
Manager, by TRINITY INDUSTRIES  
LEASING COMPANY, its Manager**

By:   
Name: C. Lance Davis  
Title: Vice President

[Assignment and Assumption Agreement (TILC)]

STATE OF TEXAS )

COUNTY OF DALLAS )

SS:

On this 24<sup>th</sup> day of February, 2012, before me personally appeared  
C. Lance Davis, to me personally known, who being duly sworn,  
stated that he is Vice President of Trinity Industries Leasing Company,  
that said instrument was signed on behalf of said entity by authority of its management or other  
governing body, and he acknowledged that the execution of the foregoing instrument was the  
free act and deed of said entity.

Danielle Henderson  
Notary Public

My Commission Expires: 6/9/2012



[Assignment and Assumption Agreement (TILC)]

STATE OF TEXAS )

COUNTY OF DALLAS )

SS:

On this 21<sup>st</sup> day of February, 2012, before me personally appeared  
C. Lance Davis, to me personally known, who being duly sworn, stated that he  
is Vice President of Trinity Industries Leasing Company, the  
manager of TRIP Rail Holdings LLC, the manager of Master Rail Funding LLC, that said  
instrument was signed on behalf of said entity by authority of its management or other governing  
body, and he acknowledged that the execution of the foregoing instrument was the free act and  
deed of said entity.

Danielle Henderson  
Notary Public

My Commission Expires: 6/9/2012



## **SCHEDULE I**

**Rider Five (5) to Railroad Car Lease Agreement dated as of October 14, 2008 between Trinity Industries Leasing Company, as lessor, and Union Pacific Railroad Company, as lessee, as amended, supplemented, modified and assigned from time to time, but solely as it relates to the Railcars.**



CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated. 2/24/12

Edward M Luria  
Edward M Luria